

LIABILITY AND RESPONSIBILITY – The Contractor shall be solely responsible for providing, erecting and maintaining warning signs, lights, barricades, and/or other means as necessary to secure the job site and prevent the creation of a hazard to the work or adjacent areas. The Contractor shall take all reasonable precautions for safety in its operations and to prevent injury to its employees and to others at the job site.

The Contractor shall be responsible for any and all damages to the facilities or equipment caused by its operations. The Contractor shall, at its own expense, make prompt restitution for damages to the facilities caused by its operations or negligence. The Contractor shall comply with all applicable Federal, State, County and local laws.

The Contractor shall hold harmless, indemnify, defend and where appropriate, insure the State from and against any and all claims for loss or injury arising out of, or connected with the Contractor's performance of the work hereunder. The Contractor agrees to indemnify and hold harmless the State, its officers, directors, agents and employees from demands, claims, liabilities, suits, actions, causes of action, judgments, cost and expenses, including attorneys fees for damages, injury, loss or death, including claims for damage to property and economic loss, whenever such damage, injury, loss or death that arises from the Contractor's subject project operations or performance under the subject contract, including its:

- a. Failure to protect adequately the project work;
- b. Actions, omissions, negligence or misconduct relating to this project; and
- c. Liability for claims arising under the "Worker's Compensation Act", or other laws, ordinances, orders, or decrees.

The Contractor will be required to maintain a Comprehensive General Liability and Property Damage Insurance with a combined minimum single limit of \$1,000,000 per occurrence for bodily injury and property damage during the period of work under this project.

CONTRACTORS LICENSE – If the Contractor's license is required by law for the performance of the work which is called for in this bid, the bidder shall have the required license(s) before the submission of its proposal. Further, this license(s) shall be maintained until all work is complete and accepted by the Harbors Division.

AGREED & UNDERSTOOD

Its,
Company: _____

Date

Department of Transportation
State of Hawaii
Honolulu, Hawaii 96813

Dear Sir:

The undersigned hereby understands and agrees that by submitting this offer, 1) it is declaring its offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, 2) it is certifying that the price(s) submitted was (were) independently arrived at without collusion, and 3) the offeror is in compliance with the requirements of 3-122-112, Hawaii Administrative Rules:

1. Chapter 237, tax clearance;
2. Chapter 383, unemployment insurance;
3. Chapter 386, workers' compensation;
4. Chapter 392, temporary disability insurance;
5. Chapter 393, prepaid health care; and
6. One of the following:
 - a. registered and incorporated or organized under the laws of the State; or
 - b. registered to do business in the State.

Payment address (other than street address below):

City, State, Zip Code:

Business address (street address):

City, State, Zip Code:

Respectfully submitted:

Date:

Authorized Signature

Telephone No.:

Fax No.:

Name and Title (Please Type or Print)

E-mail Address:

Exact Legal Name of Company (Offeror)

*If Offeror is a "dba" or a "division" of a corporation, furnish the exact legal name of the corporation under which the awarded contract will be executed: